

Carded For
GENERAL INDEX

No. 98632

Anna Daly Ely, (formerly Anna Rose
Daly), and
William Joseph Daly, two of the three
children and heirs at law GRANTORS
of Joseph Daly, dec'd.
TO:
Jenny M. Daly, widow of Joseph
Daly, Deceased.
GRANTEES

Book D 117 Page 13
Instrument Q. C. D.
Date May 20, 1919.
Ack'd May 20, 1919.
Filed May 27, 1919.
At 11:47 A.M.
Consideration, \$1.00 et al

GRANTING CLAUSE Convey and Quit-Claim, all interest in the fol-
lowing real estate to-wit:

Description Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,
19, 20, 21, and 22, all in the plat of Joseph Daly's Garden Tracts.

to have and to hold---

covenant: ---

Testimony; Witness hand and seals.

WITNESSES:

Anna Daly Ely. [SEAL]
William Joseph Daly. [SEAL]
[SEAL]
[SEAL]

ACKNOWLEDGMENT

State of Wash., County of Kitsap, ss. Before
Jas. W. Carr, N. P. Seattle. (Seal) Seattle

TAKE-OFF
COMPARISON

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Carded For
RECORD. JUNE 1919

No. 99482.....

Lawrence Daly, one of the three Book D. 117 Page 316
heirs at law, and children of
Daly, Deceased,
To GRANTORS
Instrument Q. C. D.
Date June 18, 1919.
Ack'd " " "
Filed July 8, 1919.
At 10:18 A.M.
Consideration, \$ 1.00 et al.

GRANTING CLAUSE C. & Q.C.
Witnessed us
Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,
20, 21, 22, all in Plat of Joseph Daly's Garden Tracts.

Witness hand and seals.
WITNESSES:
Thomas ^{Lawrence} ~~Lawrence~~ Daly [SEAL]
[SEAL]
[SEAL]
[SEAL]

ACKNOWLEDGMENT

State of New York, County of Kings ss. Before
J. M. Fauntleroy, Commander (MC) USN, Woods Island, (Seal)

TAKE-OFF
(S. M. G. 1919)

No. 108009.

Book D. 126. Page 271.

Jenny M. Daly,

a widow.

Edward Cox and

Maudie D. Cox,

his wife,

GRANTORS

GRANTEES

Instrument W. D.

Date May 1, 1920.

Ack'd " 4. "

Filed July 15, "

At 10:35 A.M.

Consideration, \$ 600.00
(\$1.00 RS.. can.)

GRANTING CLAUSE

C. and W.

Description The initial point at the S^W cor. of J. Daly ten acre tract which is 198 - N. and 123' W. of Lot 1 on Sec. 14, Tp. 24 N. R. 1. E. Starting at said initial point and run. W. 173-50; th. N. 0 degrees 17' W. 113-5 ft. to place of beg.; th. continuing along said line N. 0 degrees 17' W. 168-66; th. N. 73 degrees 30' W. 47-21; th. S. 26 degrees 22' W. 189-22; th. E. 131-86' to place of beg. All of des. prop. situated in the plat of Joseph Daly's Graden tracts and known as Tract 28.

To have and to hold:

Covenant:

Testimonies: Witness hand and seals:

WITNESSES:

Jenny M. Daly.

[SEAL]

[SEAL]

[SEAL]

[SEAL]

ACKNOWLEDGMENT

State of Illinois. County of Macon. ss. Before.

O. L. Nolte, H. P. Deatua, (Seal)

Notary.

THREE
CORNERS

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Notary Public in and for the State of
Washington, residing at Seattle.

Filed for record at request of Hans Adolph Hansen July 15, 1920 at 1:07 P. M. and
recorded July 16, 1920 at 4:05 P. M.

J. M. Peterson County Auditor,
By *J. S. Lunde* Deputy.

108021

REAL ESTATE INSTALLMENT CONTRACT

31779

IT IS HEREBY AGREED by and between Jenny M. Daly a widow the vendor and Edward Cox and Maude D. Cox, his wife of the County of Kitsap, State of Washington the vendees, that the vendor will sell and the vendees will buy the following described real estate, situate in the County of Kitsap State of Washington to-wit:

Lot Twenty two (22) of plat of Joseph Daly's Garden Tracts, Kitsap County, Washington.

upon the following terms and conditions: The purchase price of said property is five hundred (\$500.00) No/100 Dollars of which fifty (\$50.00) Dollars has been paid in cash, receipt whereof is hereby acknowledged, and the balance of the purchase price amounting to Four hundred fifty dollars (\$450.00) Dollars is to be paid in monthly installments of twenty (\$20.00) or more Dollars each, beginning on the 1st day of August 1920 each and every month thereafter until the balance of (\$450.00) Dollars has been fully paid, with interest on the unpaid installments from date at the rate of eight per cent. per annum payable monthly. All of said payments to be made at Bremerton, Washington or at such other place as may be mutually agreed upon.

The vendees agree to pay all taxes and assessments that shall become due on this property after this date.

When the vendees have fulfilled all of the conditions of this contract a good and sufficient Warranty Deed shall be executed by the vendor her heirs, executors, or administrators to the vendees their heirs or assigns, and a complete abstract of title or title insurance at seller's option to said property will be furnished.

Time is of the essence of this contract; and in case of the failure of the vendees to make the payments at the time specified, all payments made hereunder shall be forfeited to the first party, as and for liquidated damages and this agreement shall be null and void at the option of the vendor, -and they shall have the right to re-enter and take possession of said land and premises and every part thereof.

In case the vendees should become seriously sick and unable to meet any of the payments hereunder the first party will grant a reasonable extension upon application in writing therefor.

This contract is assignable without the written consent of the first party.

EXECUTED in duplicate this 17th day of June, A. D. 1920

Jenny M. Daly (SEAL)

Edward Cox (SEAL)

Maud D. Cox

STATE OF ILLINOIS }
COUNTY OF MACON } ss.

This is to certify that on this 22nd day of June, A. D. 1920 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Jenny M. Daly to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.



C. L. Nolte

Notary Public in and for the State of
Illinois, residing at Decatur
Illinois. - - -19- - -

- - - hereby acknowledge the receipt of Abstract of Title, delivered to - at this date. Said Abstract to remain the property of first party until all the conditions of the above Contract have been fulfilled. - - -

STATE OF WASHINGTON, }
COUNTY OF KITSAP } ss.

THIS IS TO CERTIFY, That on this 14th day of July A. D. 1920 before me John Larkin a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Edward Cox and Maud D. Cox, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year in this certificate first above written.



John Larkin

Notary Public in and for the State of
Washington, residing at Bremerton, Wash.

Filed for Record at request of I. M. BENNETT JUL 15, 1920 at 1:08 P. M. and recorded July 16, 1920 at 4:25 P. M.

M. Peters

County Auditor

By *M. Peters* Deputy.

108032

Form "N" a

Project _____ Number _____

UNITED STATES OF AMERICA

Department of Labor

BUREAU OF INDUSTRIAL HOUSING AND TRANSPORTATION

Carded for
RECORDS DEPT.

No. 124445

My W. Daly Wife of Joseph Daly.

Book D 139

Page 101

Instrument W. D.

Date Oct. 24, 1922

Ack'd Oct. 30, 1922

Filed Nov. 10, 1922

At 2:13 P.M.

Consideration, \$ 1.00

50¢ at old

GRANTORS

To

Mrs. M. D. Cox and Maude D. Cox husband

GRANTEES

Tract 22, Joseph Daly's Garden Tracts, Kitsap Cty. Wash.

This deed is executed and delivered in fulfillment of that certain contract of record in Book 106 of Deeds, at page 227, records of said county, executed by Joseph Daly and Jenny Daly as vendors, and Edward M. D. Cox as vendees, covering Tract 22 as above mentioned).

(Sgd) Jenny M. Daly

Given as Recd

7
32

ACKNOWLEDGMENT

State of Illinois

County of Macon

ss. Before

G. M. Holte, H. R. Bennett, Ill. (Seal)

TAKE-OFF
COMPARED

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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No. 272236

Carded For
GENERAL INDEX

Edward Cox, a widower,

Book D 223 Page 401

Instrument W.D.

Date April 23, 1936

GRANTORS

To

Ack'd " " " "

Duncan J. Clark, a divorced man,

Filed Oct. 8, 1937

At 11:47 A.M.

GRANTEES

Consideration \$ 10.00 et al

\$2.00 Fed. Stamps Can.

\$2.00 State " "

C. & W.

Lots 22 and 23, Joseph Daly's Garden Tracts.

Edward Cox

ACKNOWLEDGMENT

State of Wash. County of Kit. ss. Before

(Seal) Doris E. Wilford, N.P. Bremerton ack. by Edward Cox, -

7/32

TAKE OFF
COMPARED

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
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336763 cont'd
kew May 17 1941 by Victor A Wickman and Fanny Getty Wickman hwf
bf Bruce S Harris np wn res at ~~4444~~ (NS Mar 6 1945) fld POAC

D May 22 1941
Apr 29 1941 \$10. \$1.10 irs \$1. st
James Resek a div man res at Brem Wn
to Leland R Cloud and Ida M Cloud hwf
Tp cys and wars to sp the fdre

Lots 26 and 27 blk 15 Original town of Charl
sidd in kow
(only 2 accounts)
James Resek
kew Apr 29 1941 by James Resek a div man bf Marie G Bjorling np wn
res at Brem (NS July 17 1943) ml POAC

M May 22 1941
May 13 1941
Leland R Cloud and Ida M Cloud hwf
to Irma Wall
Tp mtg to sp tsp of \$1300 tgw int thereon at the rate of 5% per
ann from dt until pd acc to ned herewith ad by fp pbl in mo instals
of \$25 or more inclg int at 5% to the order of sp the fdre

Lots 26 and 27 and the S 20 ft of lot 28 blk 15 original town of
Charl
Ins in sum of \$1000
sidd in kow

Leland R Cloud
Ida M Cloud
kew May 13 1941 by Leland R Cloud and Ida M Cloud hwf bf H A Bruenn
np wn res at Brem (NS May 31 1941) fld by POAC

D May 22 1941
May 12 1941 \$4500 \$4.95 irs \$4.50 st
Duncan J Clark and Clara M Clark hwf of Brem kew
to The City of Bremerton a municipal corp
Tp cyand war to sp the fdre sit in kow

Lots 22 and 23 Joseph Daly's Garden Tts kew
subj to all city assmts now agnst sd ppty; also subj to bal due on
a otn furnace now in sd prem being in the approximate amt of \$360
wh the sp herein assumes and agrees to pay
Duncan J Clark
Clara M Clark

kew May 12 1941 by Duncan J Clark and Clara M Clark bf Marion Garland
np wn res at Brem (NS Aug 6 1941)

D May 22 1941
Apr 19 1937 \$1100. \$1.50 irs \$1.50 st
Letha E Johnson a wid
to C O Hammonctree a married man
Tp cy s and wars to sp the fdre

Lot 5 blk 4 Coders Addn to Brem kew
sidd in kow
Letha E Johnson
kew Apr 19 1937 by Letha E Johnson a wid bf " & Savage np wn res
at Port Orch (NS Aug 5 1940)

First Paper Today

D Jan 29 42

Dec 31 41 \$10,000. \$10. S-X

City of Bremerton, a munic corp

E. B. Lent and Ethel M. Lent, his wife, Theodore Blomberg
and Marian J. Blomberg, his wife, and M. D. Lent and
L. Irene Lent, his wife

fp cvys and grants to sp the rdre

Lots 22 and 23, Joseph Daly's Garden Tracts; and Lots 4 and 5
East half of lot 3, and E₂ of S 40 ft of lot 2, Supplemental plat of
Bay View Garden Tracts, kow.

Reserving, however to the City of Brem an easement to maintain and
keep in repair the sewer pipe now installed across or on sd lots,
and grantor part reserves the sewer easements granted to the city
of Brem by Duncan J. Clark and w^{fe} on July 10, 39, and res in vol 258
of dds on pgs 67 and 68, rec of kc and file nos 305862 and
305863; also sewer pipe easement dated Nov 12 40, rec in vol 260 of
deeds, pg 272 kc and file no 308382

In addition to the foregoing the grantor cvys and gcs to
the grantees all rights the grantor may have to the tidelands
and waterfront area fronts; and abutting on the natural water course
or ravine along the Ely portion of lot 1, supplemental plat of
Bay View Garden Tracts, and fronts on the E 25 ft of sd lot 1
sit in kow

City of Bremerton, a munic corp
by M. W. Bruenn Mayor

Attest: J. J. McCall, city clerk

(Legal)
Kow Dec 31 41 by M. W. Bruenn and J. J. McCall Mayor and City Clerk
resp of the City of Brem a munic corp (cf) Bar M. J. McGowan
RP for An res at Brem. (ns June 8 42) fda by Deeds 279 4th St Brem

D Jan 29 42

Jan 6 42

Alfred Boaz, free and clear of all sep or community int
to Lulu Boaz, his wife, as her sole and sep prop, apart
from any community int.

fp cvys and gcs to sp all int in the rdre sit in kow.

Lots 31, 32, 33 and the E half of lot 34 blk 15, town of Brem. kow
Also part of gov lot 2, sec 13, twp 24 N & 1 E. N. beg at a pt
60 ft E and 75 ft S of the cor of lot 40, blk 16, Brem, kow;
th N 100 ft; th E 35 ft; th S 100 ft, th E 35 ft to the place
of beg, kow.

Lots 39 and 40 blk 17, town of Brem. kow.

Alfred Boaz

Kow Jan 6 42 by Alfred Boaz and Marion Gayland Jr. RP for An res
at Brem. (ns Feb 6 44) fda by Marion Gayland, 105 1/2 1st St Brem
al to

502585

QUIT CLAIM DEED

THE GRANTORS, ETHEL M. LENT, individually, and as Co-Executrix of the Estate of Ernest B. Lent, and THE NATIONAL BANK OF COMMERCE OF SEATTLE, Co-Executor of the Estate of Ernest B. Lent, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration in hand paid, convey and quit claim to HAROLD D. LENT and L. IRENE LENT, his wife, and THEODORE C. BLONBERG and MARIAN J. BLONBERG, his wife, the following described real estate, situated in the County of Kitsap, State of Washington:

Parcel 1 The North 8 feet of Lot 19, and all of Lots 20, 21, 22 and 23, of Joseph Daly's Garden Tracts, Volume 4 of Plats, page 11.

Parcel 2 The South 34 feet of Lot 2 and all of Lots 3, 4 and 5 in Supplemental Plat of Bay View Garden Tracts, Volume 5 of Plats, page 19, also any right to the tidelands and waterfront area fronting and abutting on the natural watercourse or ravine along the easterly portion of Lot 1, Supplemental Plat of Bay View Garden Tracts and fronting on the East 25 feet of said Lot 1.

Parcel 3 East half of the following described property: Commencing at a point 430 feet West and 772.96 feet North of the Southeast corner of Lot 1, Section 14, Township 24 North, Range 1 East, W.M., thence North 66 feet, thence West 330 feet, thence South 66 feet, thence East 330 feet, to the point of beginning, containing one half acre more or less, subject to all existing roadways.

Situated in Kitsap County, Washington.

In Warranty Deed recorded under Auditor's File No. 353788, recorded in Volume 303 of deeds, page 213,

NO. 63744
KITSAP COUNTY
TRANSACTION EXCISE TAX

PAID APR 18 1967

AMOUNT \$ 5.876
COUNTY TREASURER
BY Geo. J. [Signature]

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

records of Kitsap County, the City of Bremerton makes the following reservation affecting Lots 22 and 23, Joseph Daly's Garden Tracts, and Lots 4 and 5, East half of Lot 3, and East half of South 40 feet of Lot 2, Supplemental Plat of Bay View Garden Tracts, Kitsap County, Washington:

RESERVING, however, to the City of Bremerton, an easement to maintain and keep in repair the sewer pipe now installed across or on said lots, and grantor particularly reserves the sewer easements granted to the city of Bremerton by Duncan J. Clark and wife on July 10, 1939, and recorded in Volume 258 of deeds on pages 67 and 68, records of Kitsap County Auditor's File Nos. 305862 and 305863; and also sewer pipe easement dated March 12, 1940, recorded in Volume 260 of deeds, page 272. Kitsap County Auditor's File No. 308302.

DATED this 28th day of December, 1966.

Ethel M. Lent
Ethel M. Lent

The National Bank of Commerce of Seattle

(CORP. SEAL)

By *S. M. Davis*
S. M. Davis, Trust Officer
By *C. H. Olwang*
C. H. Olwang, Vice President



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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

QUIT CLAIM DEED

1072214

THE GRANTOR, L. IRENE LENT, individually, and as Executrix of the Will and Estate of H. D. Lent, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration in hand paid, conveys and quit claims to THEODORE C. BLONBERG and MARIAN J. BLONBERG, his wife, the following described real estate, situated in the County of Kitsap, State of Washington:

Parcel 1 The North 8 feet of Lot 19, and all of Lots 20, 21, 22 and 23, of Joseph Daly's Garden Tracts, Volume 4 of Plats, page 11.

Parcel 2 The South 3/4 feet of Lot 2 and all of Lots 3, 4 and 5 in Supplemental Plat of Bay View Garden Tracts, Volume 5 of Plats, page 19, also any right to the tidelands and waterfront area fronting and abutting on the natural watercourse or ravine along the easterly portion of Lot 1, Supplemental Plat of Bay View Garden Tracts and fronting on the East 25 feet of said Lot 1.

Parcel 3 East half of the following described property: Commencing at a point 430 feet West and 772.96 feet North of the Southeast corner of Lot 1, Section 14, Township 24 North, Range 1 East, W.M., thence North 66 feet, thence West 330 feet, thence South 66 feet, thence East 330 feet, to the point of beginning, containing one half acre more or less, subject to all existing roadways.

Situated in Kitsap County, Washington.

In Warranty Deed recorded under Auditor's File No. 353788, recorded in Volume 303 of deeds, page 213, records of Kitsap County, the City of Bremerton makes the following reservations affecting Lots 22 and 23, Joseph Daly's Garden Tracts, and Lots 4 and 5, East half of Lot 3, and East half of South 40 feet of Lot 2, Supplemental Plat of Bay View Garden Tracts, Kitsap County, Washington:

NO. 99555
KITSAF COUNTY
TRANSACTION EXCISE TAX

PAID MAY 16 1974

AMOUNT 1.025
COUNTY TREASURER
BY R. R. R.

1.



REEL 54FR1297

RESERVING, however, to the City of Bremerton, an easement to maintain and keep in repair the sewer pipe now installed across or on said lots, and grantor particularly reserves the sewer easements granted to the City of Bremerton by Duncan J. Clark and wife on July 10, 1939, and recorded in Volume 258 of deeds on pages 67 and 68, records of Kitsap County Auditor's File Nos. 305862 and 305863; and also sewer pipe easement dated March 12, 1940, recorded in Volume 260 of deeds, page 272, Kitsap County Auditor's File No. 308382.

DATED this 16TH day of April, 1974.

L. Irene Lent
L. Irene Lent, individually, and as
Executrix of the Will & Estate of
E. D. Lent

STATE OF WASHINGTON

COUNTY OF Pierce } ss.

On this 16TH day of April, 1974, personally appeared before me L. IRENE LENT, to me known to be the individual and Executrix of the Will and Estate of E. D. Lent, described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, in her individual capacity and as such Executrix, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.



(NOTARIAL SEAL)

L. Irene Lent
Notary Public in and for the State
of Washington, residing at: 1111 1st Ave.

Filed for Record May 16 1974 at 10:32
Request of Lent, Blomquist
TED WRIGHT, Kitsap County Auditor



REAL ESTATE CONTRACT
(FORM A-1964)

6 FILED FOR RECORD

REQ. OF
LAND TITLE COMPANY
DEC 17 1979 AM 8:00

S. L. HUFF
KITSAP COUNTY AUDITOR
DEPUTY

THIS CONTRACT, made and entered into this 11th day of December, 1979
between THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, husband and wife,
hereinafter called the "seller," and F. PAUL MCCONKEY and MARGARET M. MCCONKEY, husband and wife,
hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described
real estate, with the appurtenances, in Kitsap County, State of Washington:
Attached herewith

That portion of Lot 1, Supplemental Plat of Bayview Garden Tracts, as recorded in Volume 5 of Plats, Page 19, and Lot 23, Plat of Joseph Daly's Garden Tracts, records of Kitsap County, described as follows:
Beginning at the Northeast corner of Thompson Drive being 120.25 feet more or less North of the Southwest corner of said Lot 1; thence South along the East margin of Thompson Drive 74.00 feet; thence South $89^{\circ}49'45''$ East, parallel to the South line of said Lot 1 and the Easterly projection thereof 280.00 feet more or less to the East line of said Lot 23; thence Northerly, along the East line of said Lot 23, a distance of 80.00 feet more or less to the Northeast corner of said Lot 23; thence Northwesterly along the Northerly line of said Lot 23, a distance of 47.21 feet to the East line of said Lot 1; thence North $26^{\circ}33'54''$ East, along the Easterly line of said Lot 1, a distance of 34.29 feet more or less to the Northeast corner of said Lot 1; thence North $75^{\circ}14'39''$ West along the Northerly line of said Lot 1, a distance of 285.12 feet to the Northwest corner of said Lot 1; thence South along the West margin of said Lot 1, 125.59 feet more or less to a point 30.00 feet West of the point of beginning; thence East 30.00 feet to the point of beginning;
EXCEPT the South 8 feet thereof;
TOGETHER WITH tidelands of the first class abutting and in front of said property;

REEL 191FR1707

7912170052

NO. 9223
KITSAP COUNTY
TRANSACTION EXCISE TAX

PAID DEC 14 1979

AMOUNT 13000
COUNTY TREASURER
BY *E. Hem*

The terms and conditions of this contract are as follows: The purchase price is

ONE HUNDRED THIRTY THOUSAND AND NO/100-----is 130,000.00 Dollars, of which
TWENTY THOUSAND AND NO/100-----is 20,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE THOUSAND AND NO/100-----is 1,000.00 Dollars,
or more at purchaser's option, on or before the 17th day of January, 1980

and ONE THOUSAND AND NO/100-----is 1,000.00 Dollars,**
* December 17, 1984 AT WHICH TIME THIS CONTRACT IS PAYABLE IN FULL.
or more at purchaser's option, on or before the 17th day of each succeeding calendar month until the balance of said
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the
rate of ten per cent per annum from the 17th day of December, 1979
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at 4643 Marine Drive Place; Bremerton, Washington 98310
or at such other place as the seller may direct in writing.

** OR, AT PURCHASER'S OPTION, ANNUAL PAYMENTS OF \$12,000.00, OR MORE, INCLUDING INTEREST
AT THE RATE OF 10% PER ANNUM COMPUTED ON DIMINISHING BALANCE, FIRST PAYMENT DUE ON OR
BEFORE DECEMBER 17, 1980.

IT IS UNDERSTOOD THAT SELLER WILL NOT UNREASONABLY WITHHOLD COOPERATION IN FUTURE DEVELOPMENT OF PROPERTY.

ADDITIONAL TERMS AND CONDITIONS INCLUDED IN ADDENDUM "A" ATTACHED HERewith AND BY
REFERENCE MADE A PART HEREOF.

As referred to in this contract, "date of closing" shall be December 17, 1979.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the build-ups now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and vandalism in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and receipts thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECC Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
 - Lien or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
 - Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.
- (6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

REEL 191R1708

7912170052

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to

purchaser a state warranty

part thereof hereafter taken for public use, from of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Question of location of lateral boundary lines of said tidelands.

Easement for sewer pipes; Auditor's File Nos. 305862 and 305863.

Easement for sewer; Auditor's File Nos. 308382 and 353788.

Easement for sewer; Auditor's File No. 565812.

Easement for sewer pipes; Superior Court Cause No. 26012; Auditor's File No. 565812.

Deed and Perpetual Easement; Auditor's File No. 336749.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above

Paul M. Conley

(SEAL)

Margaret M. Conley

(SEAL)

Theodore C. Blomberg

(SEAL)

Marian J. Blomberg

(SEAL)

STATE OF WASHINGTON,

County of Kitsap

On this day personally appeared before me

Theodore C. Blomberg and Marian J. Blomberg

to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that

they

signed the same as

their

free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of December, 1979

Notary Public in and for the State of Washington

residing at Ellensburg, Blaine



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

E 31009

NAME Park Shore Real Estate, Inc.

ADDRESS P. O. Box 1

CITY AND STATE Port Orchard, WA. 98366

7912170052

REEL 191FR1709

ADDENDUM "A"

1. IT IS UNDERSTOOD AND AGREED that the dock facilities, pipelines, valves and all other appurtenant oil handling equipment installed on the property or adjacent or abutting thereto is not included in this sale.

2. Purchasers are aware that there are existing oil and gasoline supply lines owned by the sellers and also that there are supply lines leased by sellers to Atlantic Richfield Oil Company which cross the property, being sold, from the existing dock facilities and which lie within the easterly 110 feet of the herein described property, the exact location not known at the time of sale.

3. Sellers reserve unto themselves, their successors, assigns and or lessees an easement to allow access to the dock existing on the first class tidelands abutting the property described in this contract for the purpose of loading and off-loading operations and also reserve an easement over the easterly 110 feet as measured parallel to the East boundary of the property, described in the contract of sale providing for the operation, maintenance, installation, removal, repair and servicing of those underground oil and gasoline supply lines and this easement shall be five feet in width, two and a half feet on each side of the centerline of said pipelines as existing in the area described.

4. As a further consideration of the contract of sale, there shall be a provision that if any of the oil and gasoline supply lines owned by sellers or by others and their maintenance provided by lease would be relocated, all expenses of such relocations shall be that of the purchasers.

5. In the event that any fence is erected by the purchasers along the south boundary of the property described between Pennsylvania and Thompson Streets, it shall provide for a walk-through gate for access to the pipelines, dock and other facilities available to sellers, their successors and assigns and lessees.

DATED this _____ day of December, 1979.

Paul M. Conley
PURCHASER

Margaret M. Conley
PURCHASER

Theodore C. Blomberg
SELLER

Marian J. Blomberg
SELLER

REEL 191FR1710

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309 K.P.M.B.G.
Rev. 98310

FILED FOR RECORD

REC. OF *Sanley* *PAULSON*
MARTIN

1980 NOV 21 PM 1:55

SHERILL HUFF
KITSAP COUNTY AUDITOR
DEPUTY *R.L.D.*RIGHT OF FIRST REFUSAL

THIS AGREEMENT dated this 1st day of Nov., 1980,
between THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, his wife,
hereinafter referred to as "Grantor", and SERVICE FUEL, INC.,
hereinafter referred to as "Grantee";

WHEREAS, Grantor is the owner of certain real property located
in Kitsap County, Washington, and legally described as follows:

Parcel 1: The North 8 feet of Lot 19, and all of
Lots 20, 21, 22, and 23 of Joseph Daly's Garden Tracts,
Volume 4 of Plats, page 11.

Parcel 2: The South 34 feet of Lot 2 and all of Lots
3, 4 and 5 in Supplemental Plat of Bay View Garden
Tracts,, Volume 5 of Plats, Page 19, also any right
to the tidelands and waterfront area fronting and
abutting on the natural watercourse or ravine along
the easterly portion (tumble) of Lot 1, Supplemental
Plat of Bay View Garden Tracts and fronting on the East
25 feet of said Lot 1.

Parcel 3: East half of the following described
property: Commencing at a point 430 feet West and
772.96 feet North of the Southeast corner of Lot 1,
Section 14, Township 24 North, Range 1 East, W.M., thence
North 66 feet, thence West 330 feet, thence South 66
feet, thence East 330 feet, to the point of beginning,
containing one half acre more or less, subject to all
existing roadways.

Parcel 4: Tracts 1 and 2, EXCEPT the South 40 feet
of said Tract 2, as measured parallel along the South
line thereof, Supplemental Plat of Bay View Garden
Tracts, as per plat recorded in Volume 5 of Plats,
Page 19, TOGETHER WITH an Easement over the North 6
feet of the South 40 feet of said Tract 2, for roadway;
TOGETHER WITH TIDELANDS of the First Class abutting
and in front of said property;

EXCEPT that portion of Lot 1, Supplement Plat of Bayview
Garden Tracts, as recorded in Volume 5 of Plats, Page
19, and Lot 23, Plat of Joseph Daly's Garden Tracts,
records of Kitsap County, described as follows:

Beginning at the Northeast corner of Thompson Drive
being 120.25 feet more or less North of the Southwest
corner of said Lot 1; thence South along the East margin
of Thompson Drive 74.00 feet; thence South 89°49'45"
East, parallel to the South line of said Lot 1 and the
Easterly projection thereof 280.00 feet more or less
to the East line of said Lot 23; thence Northerly, along
the East line of said Lot 23, a distance of 80.00 feet
more or less to the Northeast corner of said Lot 23;
thence Northwesterly along the Northerly line of said
Lot 23, a distance of 47.21 feet to the East line of
said Lot 1; thence North 26°33'54" East, along the
Easterly line of said Lot 1, a distance of 34.29 feet
more or less to the Northeast corner of said Lot 1;
thence North 75°14'39" West along the Northerly line
of said Lot 1, a distance of 285.12 feet to the Northwest
corner of said Lot 1; thence South along the West margin
of said Lot 1, 125.59 feet more or less to a point 30.00

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REEL 216FR1825

feet West of the point of beginning; thence East 30.00 feet to the point of beginning;
TOGETHER WITH tidelands of the first class abutting and in front of said property.
EXCEPT the South 8.00 feet thereof.
Situate in Kitsap County, Washington.

and

WHEREAS, the parties desire to enter into an agreement whereby Grantee, for the sum of Ten Dollars (\$10.00) and other valuable consideration, which has been paid to Grantor by Grantee, shall be granted the first right to purchase the above described real property.

In consideration of the mutual covenants contained herein, the parties agree as follows:

I.

Grantee shall have and is hereby granted by Grantor the first right to purchase the real property herein described, or any portion thereof, in the event that Grantor shall decide to sell or otherwise dispose of said real property, or in the event said real property should be seized or levied upon under any legal or governmental process, or if Grantor becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under the federal bankruptcy laws, or makes an assignment for the benefit of creditors, or if Grantor is named in or the property subjected to a suit for the appointment of a receiver, or if Grantor's interest in said property passes from him in any other manner.

II.

Upon the happening of any of the above events, Grantor, or his successors or assigns, shall first notify Grantee, in writing, of his intention to sell or otherwise dispose of said real property, or of the occurrence of any of the events described above. Grantor and Grantee shall then have a period of 30 days from the date of Grantee's receipt of said notice in which to agree on a price and terms of sale of said real property. In the event agreement cannot be reached, the price and terms shall

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REEL 216FR1826

be determined by three arbitrators, with one arbitrator being selected by Grantor, one by Grantee, and the third by the two arbitrators selected respectively by Grantor and Grantee. Each arbitrator must either be a licensed real estate appraiser or broker. Upon determination of the price and terms of said sale, Grantee shall have 30 days from the date of such determination in which to accept or reject the same.

III.

This provision shall inure to the benefit of Grantee, his successors and assigns, and shall have a duration of 10 years ^{as of the date hereof.} from the date hereof. Grantor, or his successors and assigns, shall not sell said real property to any other person, partnership, or corporation, or any portion thereof, without first having given Grantee the first right to purchase as hereinabove provided.

IV.

Grantor agrees that the provisions of this agreement shall be binding upon all successors and assigns in interest to the real property described herein.

IN WITNESS WHEREOF, the parties have executed this agreement at Bremerton, Washington, ^{as of the} ~~the~~ day and year first above written.

SELLER:

Theodore C. Blomberg
THEODORE C. BLOMBERG

Marian J. Blomberg
MARIAN J. BLOMBERG

PURCHASER:

SERVICE FUEL CO., INC.

By [Signature]
President

By William A. Smith
Secretary

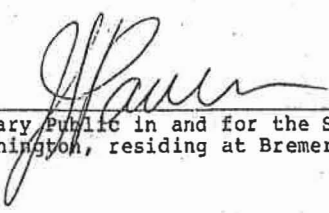
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REEL 216FR1827

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

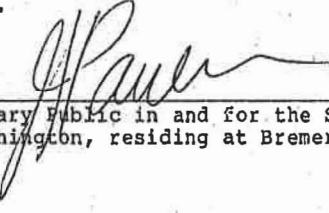
GIVEN under my hand and official seal this 6th day of November, 1980.


Notary Public in and for the State of Washington, residing at Bremerton.

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this 29th day of Oct, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James Bennett and on Nov. 16, 1980, W.A.I. Smith, President and Secretary, respectively, of SERVICE FUEL CO., INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.


Notary Public in and for the State of Washington, residing at Bremerton.

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REEL 216FR1828

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FILED FOR RECORD
REQ. OF *Shirley Martin*
1980 NOV 21 PM 1:54
SHERILL HUFF
KITSAP COUNTY AUDITOR
DEPUTY *Red*

ASSIGNMENT OF EASEMENT RIGHTS

THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, husband and wife, are the owners of certain easements for access, operation, maintenance, installation, removal, repair and servicing of a certain oil dock, and underground oil and gasoline supply lines, more particularly described on Exhibit "A" attached hereto, and which run over, across and under the following described real property:

That portion of Lot 1, Supplement Plat of Bayview Garden Tracts, as recorded in Volume 5 of Plats, Page 19, and Lot 23, Plat of Joseph Daly's Garden Tracts, records of Kitsap County, described as follows:

Beginning at the Northeast corner of Thompson Drive being 120.25 feet more or less North of the Southwest corner of said Lot 1; thence South along the East margin of Thompson Drive 74.00 feet; thence South 89°49'45" East, parallel to the South line of said Lot 1 and the Easterly projection thereof 280.00 feet more or less to the East line of said Lot 23; thence Northerly, along the East line of said Lot 23, a distance of 80.00 feet more or less to the Northeast corner of said Lot 23; thence Northwesterly along the Northerly line of said Lot 23, a distance of 47.21 feet to the East line of said Lot 1; thence North 26°33'54" East, along the Easterly line of said Lot 1, a distance of 34.29 feet more or less to the Northeast corner of said Lot 1; thence North 75°14'39" West along the Northerly line of said Lot 1, a distance of 285.12 feet to the Northwest corner of said Lot 1; thence South along the West margin of said Lot 1, 125.50 feet more or less to a point 30.00 feet West of the point of beginning; thence East 30.00 feet to the point of beginning;
TOGETHER WITH tidelands of the first class abutting and in front of said property.
EXCEPT the South 8.00 feet thereof.
Situate in Kitsap County, Washington.

The BLOMBERGS desire to transfer said easement rights to SERVICE FUEL CO., INC., a Washington corporation, in conjunction with the transfer of the assets of LENT'S, INC. oil department being purchased by SERVICE FUEL CO., INC.

Therefore, in consideration of the mutual covenants contained in that certain Purchase Agreement dated *November* 1, 1980, wherein LENT'S, INC. is selling the assets of its oil department to SERVICE FUEL CO., INC., LENT'S, INC. hereby assigns to SERVICE FUEL CO., INC. the following easement rights:

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REEL 216 FR 1829

All rights of LENT'S, INC. described in Addendum "A" to that Real Estate Contract dated December 11, 1979, wherein THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, husband and wife, are Sellers, and F. PAUL McCONKEY and MARGARET M. McCONKEY, husband and wife, are Purchasers, recorded under Kitsap County Auditor's File No. 7912170052, and affecting the above described real property, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference as though fully set forth.

DATED this 6th day of November, 1980.

Theodore C. Blomberg
THEODORE C. BLOMBERG

Marian J. Blomberg
MARIAN J. BLOMBERG

STATE OF WASHINGTON)
 : ss.
COUNTY OF KITSAP)

On this day personally appeared before me THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of November, 1980.



F. Paul
Notary Public in and for the State of Washington, residing at Bremerton.

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REEL 216FR1830



REAL ESTATE CONTRACT
(FORM A-1964)

THIS CONTRACT, made and entered into this 11th day of December, 1979

between THEODORE C. BLOMBERG and MARIAN J. BLOMBERG, husband and wife,

hereinafter called the "seller," and F. PAUL McCONKEY and MARGARET M. McCONKEY, husband and wife,
hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Kitsap County, State of Washington:
Attached herewith

That portion of Lot 1, Supplemental Plat of Bayview Garden Tracts, as recorded in Volume 5 of Plats, Page 19, and Lot 23, Plat of Joseph Daly's Garden Tracts, records of Kitsap County, described as follows:

Beginning at the Northeast corner of Thompson Drive being 120.25 feet more or less North of the Southwest corner of said Lot 1; thence South along the East margin of Thompson Drive 74.00 feet; thence South 89°49'45" East, parallel to the South line of said Lot 1 and the Easterly projection thereof 280.00 feet more or less to the East line of said Lot 23; thence Northerly, along the East line of said Lot 23, a distance of 80.00 feet more or less to the Northeast corner of said Lot 23; thence Northwesterly along the Northerly line of said Lot 23, a distance of 47.21 feet to the East line of said Lot 1; thence North 26°33'54" East, along the Easterly line of said Lot 1, a distance of 34.29 feet more or less to the Northeast corner of said Lot 1; thence North 75°14'39" West along the Northerly line of said Lot 1, a distance of 285.12 feet to the Northwest corner of said Lot 1; thence South along the West margin of said Lot 1 125.59 feet more or less to a point 30.00 feet West of the point of beginning; thence East 30.00 feet to the point of beginning;

EXCEPT the South 8 feet thereof;

TOGETHER WITH tidelands of the first class abutting and in front of said property;

BEFORE DECEMBER 17, 1980,

IT IS UNDERSTOOD THAT SELLER WILL NOT UNREASONABLY WITHHOLD COOPERATION IN FUTURE DEVELOPMENT OF PROPERTY.

ADDITIONAL TERMS AND CONDITIONS INCLUDED IN ADDENDUM "A" ATTACHED HERewith AND BY REFERENCE MADE A PART HEREOF.

As referred to in this contract, "date of closing" shall be December 17, 1979.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of it, agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

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REEL 216FR1831

EXHIBIT "A"

The terms and conditions of this contract are as follows: The purchase price is

ONE HUNDRED THIRTY THOUSAND AND NO/100----- is 130,000.00 Dollars, of which

TWENTY THOUSAND AND NO/100----- is 20,000.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE THOUSAND AND NO/100----- is 1,000.00 Dollars,

or more at purchaser's option, on or before the 17th day of January, 1980

and ONE THOUSAND AND NO/100----- is 1,000.00 Dollars,**
December 17, 1984 AT WHICH TIME THIS CONTRACT IS PAYABLE IN FULL

or more at purchaser's option, on or before the 17th day of each succeeding calendar month until the balance of said
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of ten per cent per annum from the 17th day of December, 1979
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at 4643 Marine Drive Place; Bremerton, Washington 98310
or at such other place as the seller may direct in writing.

** OR, AT PURCHASER'S OPTION, ANNUAL PAYMENTS OF \$12,000.00, OR MORE, INCLUDING INTEREST
AT THE RATE OF 10% PER ANNUM COMPUTED ON DIMINISHING BALANCE, FIRST PAYMENT DUE ON OR
BEFORE DECEMBER 17, 1980.

IT IS UNDERSTOOD THAT SELLER WILL NOT UNREASONABLY WITHHOLD COOPERATION IN FUTURE DEVELOPMENT OF PROPERTY.

ADDITIONAL TERMS AND CONDITIONS INCLUDED IN ADDENDUM "A" ATTACHED HERewith AND BY
REFERENCE MADE A PART HEREOF.

As referred to in this contract, "date of closing" shall be December 17, 1979.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

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REEL216FR1832

ADDENDUM "A"

1. IT IS UNDERSTOOD AND AGREED that the dock facilities, pipelines, valves and all other appurtenant oil handling equipment installed on the property or adjacent or abutting thereto is not included in this sale.

2. Purchasers are aware that there are existing oil and gasoline supply lines owned by the sellers and also that there are supply lines leased by sellers to Atlantic Richfield Oil Company which cross the property, being sold, from the existing dock facilities and which lie within the easterly 110 feet of the herein described property, the exact location not known at the time of sale.

3. Sellers reserve unto themselves, their successors, assigns and or lessees an easement to allow access to the dock existing on the first class tidelands abutting the property described in this contract for the purpose of loading and off-loading operations and also reserve an easement over the easterly 110 feet as measured parallel to the East boundary of the property, described in the contract of sale providing for the operation, maintenance, installation, removal, repair and servicing of those underground oil and gasoline supply lines and this easement shall be five feet in width, two and a half feet on each side of the centerline of said pipelines as existing in the area described.

4. As a further consideration of the contract of sale, there shall be a provision that if any of the oil and gasoline supply lines owned by sellers or by others and their maintenance provided by lease would be relocated, all expenses of such relocations shall be that of the purchasers.

5. In the event that any fence is erected by the purchasers along the south boundary of the property described between Pennsylvania and Thompson Streets, it shall provide for a walk-through gate for access to the pipelines, dock and other facilities available to sellers, their successors and assigns and lessees.

DATED this _____ day of December, 1979.

Paul McCauley
PURCHASER

Margaret McCauley
PURCHASER

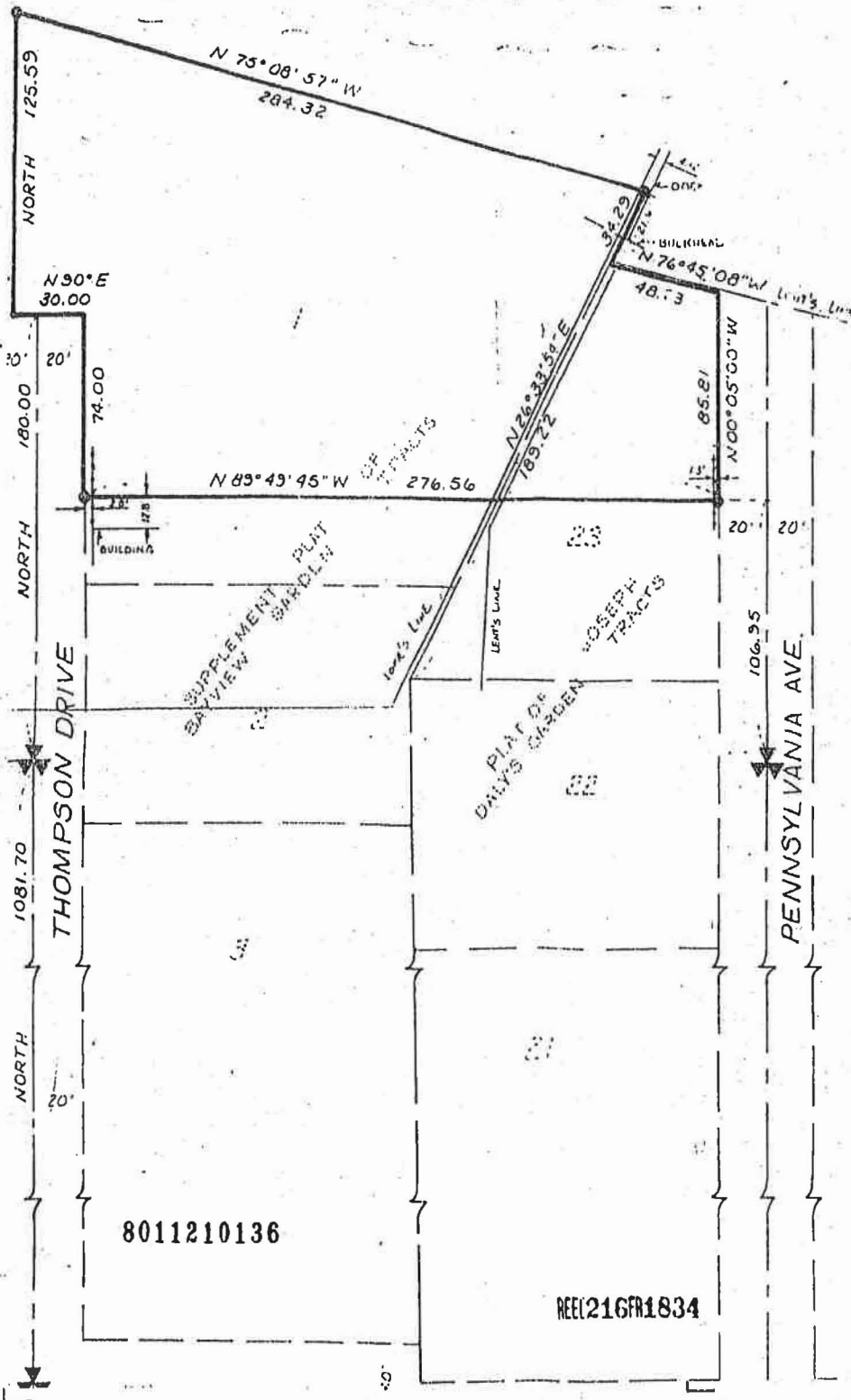
Theodore C. Blomberg
SELLER

Marion J. Blomberg
SELLER

REEL 216FR1833

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DYES INLET



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309 St. N.W. Bldg.
Brem. 98310

FILED FOR RECORD
REQ. OF Sandy Martin
1980 NOV. 21 PM 1:54

SHERRIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY R.D.

ASSIGNMENT OF LEASE

LENT'S, INC., assignor herein and lessee of premises described
as follows:

All of Tract 1, Joseph Daly's Garden Tracts in Government
Lot 1, Section 14, Township 24 North, Range 1 East,
W.M., according to plat recorded in Volume 4 of Plats,
Page 11, in Kitsap County, Washington, and more
particularly described as follows:

Beginning at the Southwest corner of Tract 1, Joseph
Daly's Garden Tracts; thence North 00°22' West 240.19
feet along the West line of said Tract and its production
to the Inner Harbor Line of Port Washington Narrows
according to Official Harbor Line Maps on file at State
Land Commissioners Office, Olympia, Washington; thence
along said Inner Harbor Line South 74°14'37" East 14.29
feet; thence along the said Inner Harbor Line North
85°30' East 58.46 feet; thence along said Inner Harbor
Line South 67°30' East 66.71 feet to its intersection
with the production of the East line of said Tract 1;
thence South 00°22' East 215.33 feet along said East
line of said Tract 1 and the production thereof; thence
along the South line of said Tract 1, South 89°58'30"
West 133.50 feet to the point of beginning.

and which were demised by a lease dated October 1, 1976, a copy
of which is attached hereto as Exhibit "A" and incorporated herein
by this reference as though fully set forth, in consideration
of the mutual covenants contained in the purchase agreement
executed this day wherein LENT'S, INC. is Seller and SERVICE
FUEL CO., INC. is Purchaser of the assets of Seller's oil
department, assigns the lease to assignee subject to all the
terms and conditions thereof and assignee accepts the assignment
and shall perform all the terms and conditions thereof, including
payment of all rent required by the provisions of the lease.

T. CLINTON BLOMBERG and ROSALIE BLOMBERG, husband and wife,
lessor under the lease accepts the assignment to assignee, and
releases assignor from all further obligations under the lease.

IN WITNESS WHEREOF, the parties have executed this assignment
at Bremerton, Washington the 6th day of November, 1980.

LESSEE AND ASSIGNOR:

LENT'S, INC.

REEL 216FR1835

8011210137

By T. Blomberg
President

By Rosalie Blomberg
Secretary

8011210137

309 H.N.W. Bldg.
Dunn 98310

FILED FOR RECORD

REG. OF *Land, Martin*

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ASSIGNMENT OF LEASE

GERRIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY *Red*

LENT'S, INC., assignor herein and lessee of premises described
as follows:

All of Tract 1, Joseph Daly's Garden Tracts in Government
Lot 1, Section 14, Township 24 North, Range 1 East,
W.M., according to plat recorded in Volume 4 of Plats,
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releases assignor from all further obligations under the lease.

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at Bremerton, Washington the 6th day of November, 1980.

LESSEE AND ASSIGNOR:

LENT'S, INC.

REEL 216TR1835

8011210137

By T. Blomberg
President

By Rosalie Blomberg
Secretary

ASSIGNEE:

SERVICE FUEL, INC.

By

James F. Bennett
President

By

William C. J. Smith
Secretary

LESSOR:

T. Clinton Blomberg
T. CLINTON BLOMBERG

Rosalie Blomberg
ROSALIE BLOMBERG

STATE OF WASHINGTON)

: ss.

COUNTY OF KITSAP)

On this 6th day of November, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared T. Blomberg and Rosalie Blomberg, President and Secretary, respectively, of LENT'S, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

J. Paul
Notary Public in and for the State of Washington, residing at Bremerton.

STATE OF WASHINGTON)

: ss.

COUNTY OF KITSAP)

On this 29th day of October, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James Bennett and W. A. J. Smith, President and Secretary, respectively, of SERVICE FUEL CO., INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

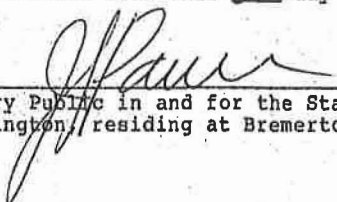
WITNESS my hand and official seal hereto affixed the day and year first above written.

J. Paul
Notary Public in and for the State of Washington, residing at Bremerton.

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me T. CLINTON BLOMBERG and ROSALIE BLOMBERG, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of November, 1980.


Notary Public in and for the State of
Washington, residing at Bremerton.



8011210137

REEL 216FR1837

LEASE

THIS INSTRUMENT MADE and entered into this 1st day of October, 1976, by and between T. CLINTON BLONBERG and ROSALIE BLONBERG, his wife, Lessor, and LENT'S INC., a Washington corporation, Lessee.

WITNESSETH:

1. For and in consideration of the rentals herein reserved and the covenants hereinafter set forth, Lessor leases to Lessee, and Lessee leases from Lessor, the real estate more fully described on Schedule A, attached hereto, situated in Kitsap County, Washington, subject to the reservations and exceptions hereinafter set forth, upon the following terms and conditions.

2. The term of this lease shall be for a period of TEN (10) YEARS commencing upon the 1st day of October, 1976, and ending upon the last day of September, 1986.

3. The monthly rental shall be One Thousand Five Hundred Dollars (\$1,500.00) per month, payable in advance on the 1st day of each and every month, at the business address of Lessor. Should Lessor agree to make any alterations or additions to the present facilities for the benefit of Lessee, the monthly rental shall be adjusted by agreement and to the satisfaction of both Lessor and Lessee.

4. Lessee agrees to provide and pay for its own service utilities, including water, electricity, gas, heat and all other utilities, which may be required or used by Lessee.

Lessor shall pay all real estate taxes and assessments on the premises; provided, however, that Lessee shall pay the amount of any increases therein over the amount of such taxes payable during the calendar year 1976.

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EXHIBIT "A"

REEL 216 FR 1838

5. Lessee agrees to keep said premises in a clean, neat and orderly condition and will not permit waste thereon or conduct therein any unlawful business or enterprise and Lessee agrees to operate said premises in compliance with all laws and public regulations.

6. Lessee shall not assign or sublet this lease or any portion of the premises without the written consent of Lessor. In the event Lessor does so consent in writing to said assignment or subletting it is agreed that this shall not constitute a waiver of this provision as to subsequent assignments or subletting without Lessor's written consent.

7. Lessor shall not be required to make any repairs or any alterations to the property or any structures thereon, and no alterations or changes in the walls, floors or ceilings of said premises shall be made by Lessee without the written consent of Lessor. All improvements made by Lessee with the consent of Lessor which are substantial and make necessary any structural change or alterations in said premises shall become the property of Lessor at the termination of this lease or any extension thereof.

8. Lessee shall surrender possession of said premises at the expiration of this lease without further notice to quit and without further notice to repair and in as good repair and condition as the same are now in or may hereafter be placed, unavoidable wear through careful use or damage by fire caused without any fault on Lessee's part excepted.

9. Lessee shall hold Lessor harmless from any and all liabilities which may arise by virtue of the tenancy of said property by Lessee. In the event any judgment should be obtained against Lessor arising out of Lessee's occupancy, or tenancy of said property, Lessee shall pay the same, and if any such judgment should be unpaid and

unsatisfied, such failure to pay the same shall constitute a breach of this lease for which the same may be cancelled at the option of Lessor.

10. Any failure on Lessee's part to comply with any of the terms, covenants and conditions of this lease shall make the whole amount of rent for the term of this lease due, and Lessor may proceed to cancel the same, and they may elect to declare a forfeiture of its lease and all Lessee's rights hereunder, an ordinary notice to quit being sufficient for this purpose as well as a basis for suit for possession, and the acceptance of partial payments of rent due shall not constitute a waiver of the right of action for the balance due added by attachment or of action for forcible entry and detained for possession on account of the unpaid balance of rent for the month upon which part payment was made. In the event such legal action is necessary by Lessor, Lessee shall pay to Lessor, a reasonable sum for Lessor's attorney's fees, said sum to be fixed by the court.

11. In the event Lessee should become insolvent or bankrupt, this lease shall immediately terminate and this lease shall in no event be considered an asset of the Lessee in the event of any such insolvency or bankruptcy.

12. In the event any or all of the premises herein demised are condemned by any government authority, including but not by way of limitation, school districts, city, State of Washington, or Federal Government, then this lease shall immediately terminate and the rights of Lessee shall be terminated and it shall not participate in any award of condemnation damages.

13. If during the term of this lease, the building improvements should be destroyed by fire or the elements, or partly destroyed,

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REEL 216FR1840

so as to render the premises wholly unfit for occupancy, then at Lessor's option said lease shall become null and void and shall cease from the date of such damage or destruction and Lessee shall immediately surrender said premises and all interest therein to Lessor, and the Lessee shall then be required to pay rent within the term only to the time of such surrender, and in case of destruction or partial destruction, as above mentioned, Lessor may re-enter and repossess said premises discharged of said lease, and may remove all parties therefrom. If said premises are repairable within ninety (90) days from the happening of such injury, then at the option of the Lessor he may restore or repair them, and the rent shall not run or accrue after the injury or while the process of repair is going on, and if Lessor exercises said option to repair or restore, he shall do so at all reasonable speed and the rent shall recommence after said repair is completed and the premises are fit for occupancy by Lessee.

14. Lessor shall at his expense maintain and repair the roof and black topping, and exterior of the building, including foundations, except glass. Lessee shall at its expense make any other necessary repairs to the building, including glass, wiring, plumbing and all other repairs necessary for the use and enjoyment of said building, including interior painting and decoration.

15. Lessee shall keep said premises in a reasonable state of repair and in a clean and neat condition, reasonable wear excepted, and Lessor shall have the right to inspect the same at reasonable times and intervals.

16. Lessee accepts the condition of the premises as is, and Lessor as between these parties shall not be liable in damages, loss or injury to the person, property or effects of the Lessee or any other person

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REEL 216FR1841

suffering damages to the person or property in and about the same by reason or any present, future, latent or other defects in the form, character or condition of the premises, and Lessee shall be responsible as between the parties to remove all ice and snow from the immediate entrance and parking area in front of the premises used by customers of Lessee.

17. Either party upon written notice given to the other party at least thirty (30) days prior to the end of the third, sixth and ninth years of the lease term may ask for an adjustment of the rental and the parties shall in good faith promptly meet to negotiate a new rental rate. If the parties fail to negotiate a satisfactory rent within thirty (30) days after receipt of the written request to adjust the rent by the party to whom it was addressed, then the matter shall be submitted to a board of arbitrators, one member to be selected by each party and the third member to be selected by the two arbitrators selected by the parties. The parties agree to be bound by the determination of rent made by the arbitrators. The rent during the negotiation or arbitration period shall continue at the current rate but any change in the rent made by the arbitrators shall be effective as of the first day of January following the year in which timely notice was given to adjust the rent. Any change in rent shall not take into account the oil tanks, oil piping, concrete retaining walls and bases, and oil distribution facilities placed on the premises prior to or subsequent to the commencement date of this lease, by Lessee.

18. Lessor hereby releases Lessee of and from every and all right, claim and demand that Lessor may hereafter have against Lessee, its successors, or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and does hereby waive all right of subrogation in favor of insurance carriers against Lessee arising out any losses occasioned by fire and such items as are included under the

REEL 216FM1842

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normal extended coverage clauses of fire insurance policies and does hereby waive all right of subrogation in favor of insurance carriers against Lessee arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and does hereby waive all rights of subrogation in favor of insurance carriers against Lessee arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and sustained by Lessor in or around premises. Lessee hereby releases Lessor from any and every right, claim and demand that Lessee may hereafter have against Lessor or Lessor's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Lessor arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and sustained by Lessee to its trade, fixtures, equipment and merchandise in premises. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtainable from the insurance carriers concerned.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

T. Clinton Blomberg
(T. Clinton Blomberg)

Rosalie Blomberg
(Rosalie Blomberg)

LENT'S INC.
By T. Blomberg
President

By G. T. Young
Secretary-Treasurer

LESSOR
8011210137

LESSEE
REEL 216FR1843

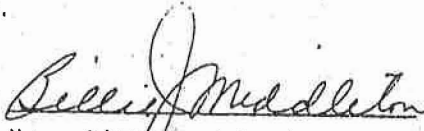
STATE OF WASHINGTON

COUNTY OF KITSAP

} ss.
}

On this 1st day of October, 1976, personally appeared
T. CLINTON BLOMBERG and ROSALIE BLOMBERG, his wife, to me known to
be the individuals described in and who executed the within instrument,
and acknowledged to me that they signed and sealed the same as their
free and voluntary act and deed for the uses and purposes therein
mentioned.

WITNESS my hand and official seal the day and year in this
certificate first above written.


Notary Public in and for the State of
Washington, residing at Bremerton

NOTARIAL SEAL.

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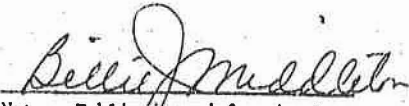
REEL 216 FR 1844

STATE OF WASHINGTON
COUNTY OF KITSAP

)
) ss.
)

On this 1st day of October, 1976, personally appeared
THEODORE C. BLOMBERG and GORDON YOUNG, to me known to be the
President and Secretary-Treasurer of LENT'S INC., the corporation
executing the foregoing instrument, and acknowledged said instrument
to be the free and voluntary act and deed of said corporation, for
the uses and purposes therein mentioned, and on oath stated that
they were authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day
and year in this certificate above written.



Notary Public in and for the State
of Washington, residing at Bremerton

(NOTARIAL SEAL)

8011210137

REEL 216FR1845

SCHEDULE A

The legal description of real estate leased from T. CLINTON BLONBERG and ROSALIE BLONBERG, his wife; the lessors, to LENT'S INC., the lessee, on October 1, 1976 is as follows:

All that portion of the following described tract lying within Tract 1, Joseph Daly's Garden Tracts, in Government Lot 1, Section 14, Township 24 North, Range 1 East, N.M., as recorded in Volume 4 of Plates, Page 11, County Auditor's Office, Kitsap County, Washington; and more particularly described as follows:

Beginning at the Southwest corner of Tract 1, Joseph Daly's Garden Tracts; thence North $0^{\circ}22'$ West 240.19 feet along the West line of said Tract and its production to the inner Harbor line of Port Washington Narrows; according to official Harbor line maps on file at State Land Commissioners Office, Olympia, Washington; thence along said inner Harbor line South $74^{\circ}14'37''$ East 14.29 feet; thence along said inner harbor line North $85^{\circ}30'$ East 58.46 feet; thence along inner harbor line South $67^{\circ}30'$ East 66.71 feet to its intersection with its production of East line of said Tract 1; thence South $0^{\circ}22'$ East 215.33 feet along said East line of said Tract 1 and the production thereof; thence along the South line of said Tract 1, South $89^{\circ}58'30''$ West 133.5 feet to the True Point of Beginning;

Situate in Kitsap County, Washington.

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REEL 216FR1846